

1136

SUSIE E. CODY

PLAINTIFF

VS.

AMERICAN LIFE INSURANCE  
COMPANY.

DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

NO. 1136

Now comes the Plaintiff and files this her motion to strike the petition of the Defendant to set aside and quash the judgment rendered in this cause on November 21st, 1948, and grant it a new trial, and for grounds thereof, separately and severally says:

1.

The petition affirmatively shows that the Defendant is not entitled to the relief prayed for.

2.

The petition was not filed within the time allowed by law.

3.

The petition is barred by the statute of limitation.

4.

The Defendant sets up no ground entitling it to the relief prayed for.

5.

The allegation that the Defendant has a valid and lawful defense is but the conclusion of the Petitioner.

6.

The Defendant is guilty of laches.

7.

The petition was not presented within the time, and as required by law.

  
Attorney for the Plaintiff

1136

SUSIE E. WOODYAT

PLAINTIFF

VS.

AMERICAN LIFE INSURANCE COMPANY

DEFENDANT

FILED  
APR 21 1949  
ALICE L. BUCH, Clerk

DEMURRER

STATE OF ALABAMA )  
COUNTY OF BALDWIN )

SUSIE E. CODY,

Plaintiff

vs

AMERICAN LIFE INSURANCE COMPANY,  
a Corporation,

Defendant

IN THE CIRCUIT COURT OF BALDWIN

COUNTY, ALABAMA.

NO. 1136

Comes the Defendant, American Life Insurance Company, a Corporation, by its Attorney, F. R. Ingram, and demurs to the Complaint heretofore filed in said cause and to each count thereof separately and severally and in support of said demurrer sets down the following several and separate grounds, to-wit:

1.

For that the said Complaint does not state a cause of action against the Defendant.

2.

For that the facts alleged in said Complaint do not sufficiently apprise the Defendant of the matters it is called upon to defend.

3.

Ought appearing from said Complaint the Plaintiff suffered no loss for which the Defendant is liable under the terms of an insurance policy issued to the Plaintiff by the Defendant.

4.

For that the averments in said complaint are mere conclusions of the Pleader.

5.

Ought appearing from the complaint the sickness suffered by the Plaintiff and the loss suffered by reason of said sickness was not insured against under the terms of said policy.

6.

Ought appearing from said complaint the sickness or illness complained about in said complaint did not originate or commence while said policy was in force.

7.

Ought appearing from said complaint the loss due to hospital expense caused by sickness commenced prior to the date of said policy.

8.

Ought appearing from said complaint the policy contained no provision obligating the Defendant on account of the sickness complained of.

9.

Ought appearing from said complaint a surgical operation was involved which resulted from a disease the inception of which was prior to three months after the effective date of the policy.

*F. R. Ingram*  
Attorney for Defendant

RECORDED

SUSIE E. CODY,  
Plaintiff

VS

AMERICAN LIFE INSURANCE COMPANY,  
a Corporation,

DEMURRER

*Filed*  
*1-21-48*  
*Cliff J. Ingram*  
*clerk*

F. Raymond Ingram  
Attorney for Defendant  
407 Farley Building  
Birmingham, Alabama.

*Dismissed*  
*with costs*  
*1-21-48*  
*W. H. Ingram*

STATE OF ALABAMA  
BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

YOU ARE COMMANDED to summons AMERICAN LIFE INSURANCE COMPANY, to appear within thirty days from the service of this writ in the Circuit Court, to be held for said County at the place of holding the same, then and there to answer the complaint of SUSIE E. CODY.

WITNESS my hand, this this the 14 day of January, 1948.

W. J. Much  
Clerk

SUSIE E. CODY

PLAINTIFF

VS

AMERICAN LIFE  
INSURANCE COMPANY

DEFENDANT

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1.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW.

The Plaintiff claims of the Defednant FIFTEEN HUNDRED (\$1500.00) DOLLARS due on a policy whereby the Defendant on to-wit, November 1, 1946, insured her for loss due to expenses within the term of said policy. The Plaintiff avers that during the months of to-wit, April and May, 1947, she suffered expenses, under therterms of said policy, in the amount herein, of which the Defendant had notice; that said policy was at said time in full force and effect.

2.

The Plaintiff claims of the Defendant FIFTEEN HUNDRED (\$1500.00) DOLLARS damages for the breach of an agreement entered into by it on to-wit, November 1, 1946, whereby the Defendant insured the Plaintiff against loss due to hospital expenses caused by sickness commencing while said agreement was in force. The Plaintiff avers that asra result of sickness, to-wit, during the months of April and May, 1947, and while said agreement was in full force and effect, expenses for hospital and doctor's fees in the above amount; that the Defendant has had notice thereof.

W. J. Much  
Attorney for Plaintiff

*Vita Jackson*

RECORDED

Received in Sheriff's Office  
this 14 day of Jan, 1948  
TAYLOR WILKINS, Sheriff

JAN 15 AM 8:25

Executed this the 15 day of Jan 1948  
on American Life Insurance Co

by leaving a copy of within with  
Wm Vita Jackson  
Agent

of said company.  
HOLT A. McDOWELL, Sheriff  
Jefferson County, Alabama

By JO Butler D. S.

RECORDED 1136

*Baldwin*

SUSIE E. CODY  
PLAINTIFF

VS

AMERICAN LIFE INSURANCE  
COMPANY

DEFENDANT

SUMMONS AND COMPLAINT

*Filed*  
*1-14-48*  
*Marie J. Neuch*  
*clerk*

*Butler*

# P E T I T I O N

STATE OF ALABAMA )  
BALDWIN COUNTY )

SUSIE E. CODY,  
Plaintiff

vs

AMERICAN LIFE INSURANCE COMPANY  
Defendant

IN THE CIRCUIT COURT OF BALDWIN COUNTY,

ALABAMA - NO. 1136

NOW comes the American Life Insurance Company by Its Attorney of Record, F. R. Ingram, and respectfully shows unto the Court that on the Second day of November, 1948, there was rendered in this Court a Final Judgment in favor of the Plaintiff and against the Defendant in the sum of \$1007.78 together with \$14.05 costs, in which said suit H. M. Hall was Attorney for the Plaintiff and F. R. Ingram was Attorney for the Defendant, said suit being a suit upon an insurance contract, which judgment and the proceedings thereon all appear of record in the files and minutes of this Honorable Court, and reference thereto is hereby made and the same are asked to be treated as a part of this Petition or complaint as if fully set out herein.

Your Movant respectfully shows that said judgment was unlawfully and improperly taken against the said Defendant in consequence of the failure of the Defendant to receive notice of the setting of said case for trial which failure to so receive notice arose out of the following state of facts:

On, to-wit: October 15, 1948, the Clerk of this Court, Alice J. Duck, notified the Attorney for the Defendant in writing as follows: "No date has been set for hearing the above styled cause, however, you will be given notice when the case is set down for trial. Alice J. Duck, Clerk."

Said case was set down for trial, and a trial was had on November 2, 1948, and no notice was ever sent to, or received by the Defendant or Defendant's Attorney, notifying It or Its Attorney that said case was set down for a hearing or that the same would be tried, or any order entered in respect thereto, on said date.

Your Movant shows that he has a valid and lawful defense against the said judgment and that if given the opportunity can and will make and propound his defense, as may be authorized and allowed by law and the rules of this Honorable Court.

Your Movant further shows unto this Honorable Court that he exercised due diligence in filing into this Court Pleadings, and did sufficiently appraise the Clerk of this Honorable Court, indicating the intention of the Defendant to defend this case, and the Defendant's Attorney is informed, and believes that the Clerk of this Court failed to notify the Defendant's Attorney that this case would be called on the docket on November 2, 1948, due to the fact that the case was a "non-jury" case and was called up on that date unexpectedly and not in routine form as is usual with jury cases, and that the Defendant did not know that said case would be called for a hearing or for any order of the Court on said date and would have been present in Court on said date had he known that said case would be called by the Court or that the docket would be sounded or that said case would in anywise be taken into consideration by the Court or any order whatsoever would be made on said date.

Your Movant further alleges that the said Susie E. Cody, unless prevented by the orders and decrees of this Court, will have an execution issued out of this Court upon the said judgment to enforce its performance against your Movant.

Wherefore, Your Movant and Petitioner prays that a subpoena, or other proper process, may issue out of this Honorable Court to the said Susie E. Cody, commanding her to answer, demur, or plead to this Motion and complaint within the time required by law and the rules of this Court; and that upon a final hearing of this cause the Court will enter an order and judgment setting aside and quashing the judgment rendered against your Movant; that the said cause be restored to the docket of this Court, that it be set for trial at such future time as may be fixed, that your Movant be allowed to answer, demur or plead to the said suit and to present and make all legal defenses to the same which Petitioner may be able to present upon the trial of said suit; and that the Court will order and direct that no execution or other writ of process issue upon the said judgment complained of herein; and Movant prays for all such other and further relief to which the Court may seem meet and proper.

*F. R. Ingram*

Movant - Attorney for Defendant  
American Life Insurance Company.

STATE OF ALABAMA )  
JEFFERSON COUNTY )

Appeared before Frances Cashatt, the undersigned Notary Public in and for said State and County, F. R. Ingram, who is known to me, and who is the Attorney of Record for American Life Insurance Company in the above styled case, and who, after being first duly sworn, did depose and say that the statements hereinabove set out are true and correct according to his best knowledge, information and belief.

Subscribed and sworn to before me on this the 8th day of  
April, 1949

*Frances Cashatt*

Notary Public (Seal)  
My Commission Expires: April 19, 1949.



1136  
Executed 4-13 1949  
by serving copy of within Summons and  
Complaint on

H. M. Hall agent for

Co. Sussie E. Cody

Taylor Wilkins Sheriff

By H. M. Hall Deputy Sheriff

Received  
this 13 day of April, 1949  
TAYLOR WILKINS, Sheriff

FILED

APR 15 1949

WILL J. BUCK, Clerk

F. RAYMOND INGRAM  
ATTORNEY AT LAW  
407 FARLEY BUILDING  
BIRMINGHAM, ALABAMA

This Policy provides indemnity for loss due to hospital expense resulting from bodily injury effected through accidental means or caused by sickness to the extent herein provided.

# Ameriran Life Insurance Company

BIRMINGHAM, ALABAMA

A STOCK COMPANY

(HEREINAFTER CALLED THE COMPANY)

Initial Premium \$ 51.50

Renewal Premium \$ 4.50

IN CONSIDERATION of the payment of the premium and the statements and agreements contained in the application, the Company

DOES HEREBY INSURE

William F. Cody

Susie E. Cody

Esther C. Cowart

Age

61

58

31

(The insured member or members, hereinafter called the Insured)

subject to the provisions and limitations hereinafter expressed or endorsed hereon from 12 o'clock noon, Standard Time, at the place where the Insured resides on the date of this Policy, until 12 o'clock noon, such Standard Time of the First day of November, 1947, and from month to month thereafter as the premium paid by the Insured as herein agreed will maintain this Policy in force.

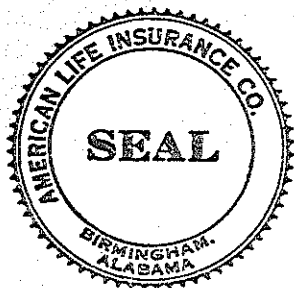
## THE INSURING CLAUSE

This Policy provides indemnity for loss due to hospital expense resulting from bodily injury effected solely through accidental means while this Policy is in force, which injury is the sole cause of loss (hereinafter referred to as "such injury"), and for loss due to hospital expense caused by sickness commencing while this Policy is in force (hereinafter referred to as "such sickness.")

## IMMEDIATE BENEFIT

- (A) This Policy is in immediate benefit for any disease or illness in which surgery is not involved and which has its beginning after the effective date of this Policy.
- (B) This Policy is in immediate benefit for accidental injuries occurring after the effective date of this Policy.
- (C) This Policy is in benefit for disease in which surgical operation is involved and which has its inception three months after the effective date of this Policy.

In Witness Whereof, the AMERICAN LIFE INSURANCE COMPANY has caused this contract to be signed this First day of November, 1946.



Thos. W. Wert.  
President

E. B. Montgomery  
Secretary

Registrar

J. P. Williams

# Premier

## INDEMNITIES

A. HOSPITAL EXPENSE. If, by reason of "such injury" or "such sickness," the Insured shall be necessarily confined as a resident patient within a lawfully operated hospital and under the regular care and personal attendance of a legally qualified physician or surgeon, the Company will pay to the Insured the amount of expense actually incurred for hospital board and room, not to exceed Five (\$5.00) Dollars per day for the period of such hospital confinement and not to exceed a period of fifty (50) days as the result of any one disability caused by any one accident or sickness.

B. OPERATING ROOM EXPENSE. If, during such hospital confinement as specified under Paragraph A of this Part, the Insured shall incur necessary operating room expense, the Company will pay to the Insured the amount of expense actually incurred not to exceed Ten (\$10.00) Dollars.

C. ANESTHETIC EXPENSE. If, during such hospital confinement as specified under Paragraph A of this Part, the Insured shall incur necessary anesthetic expense, the Company will pay to the Insured the amount of expense actually incurred not to exceed Ten (\$10.00) Dollars.

D. X-RAY EXAMINATION EXPENSE. If, during such hospital confinement as specified under Paragraph A of this Part, the Insured shall incur necessary X-ray expense, the Company will pay to the Insured the amount of expense actually incurred not to exceed Ten (\$10.00) Dollars.

E. LABORATORY EXPENSE. If, during such hospital confinement as specified under Paragraph A of this Part, the Insured shall incur necessary laboratory expense, the Company will pay to the Insured the amount of expense actually incurred not to exceed Five (\$5.00) Dollars.

F. IRON LUNG. If, during such hospital confinement as specified under Paragraph A of this Part the Insured shall incur necessary expenses, the Company will pay to the Insured the amount of expense actually incurred for use of Iron Lung not to exceed Fifty (\$50.00) Dollars.

G. REGISTRATION AND IDENTIFICATION. The Insured is/and or/are registered with the Company and if, by reason of "such injury," the Insured shall be physically unable to communicate with relatives or friends, the Company, upon receipt of a message giving particulars sufficient to identify the Insured, will immediately notify such relatives or friends as may be known to the Company, giving information so received, and will thereafter defray all expenses to put the Insured in communication with and in care of such relatives or friends, not to exceed the sum of One Hundred (\$100.00) Dollars.

H. PHYSIO THERAPY. If, during such hospital confinement as specified under Paragraph A of this Part, the Insured shall incur necessary expenses, the Company will pay to the Insured the amount of expense actually incurred not to exceed Five (\$5.00) Dollars.

I. MATERNITY AND FEMALE DISEASE INDEMNITY. If, by reason of pregnancy, resultant childbirth or miscarriage, or any injury to or disease of the female generative organs, the Insured shall be a resident patient within a lawfully operated hospital, the Company will pay to the Insured the amount of expense actually incurred not to exceed in the aggregate an amount equal to Fifty (\$50.00) Dollars, provided this Policy shall have been maintained in force continuously for not less than Twelve (12) consecutive months immediately preceding the commencement of such hospital confinement.

J. THE INSURED shall have the right to select the physician, surgeon, and hospital.

K. AND IN ADDITION THERETO the Company further agrees to pay

NONE

Dollars,

to

NONE

(Hereinafter called the beneficiary)

(Relation)

of the Insured, at its Executive Office, in Birmingham, Alabama, immediately upon receipt of due proof of the death of \_\_\_\_\_, the Insured hereunder, during the continuance of this Policy.

NOT COVERED. This Policy does not cover any loss resulting wholly or partly, directly or indirectly from intentionally, self-inflicted injury while sane or insane; dental treatment or simple rest-cure, venereal disease or hernia.

Hemorrhoids, tonsilitis, adenoiditis, or operation for said condition is not covered until after the insurance under this Policy has been maintained in force continuously for six (6) months.

**AMERICAN LIFE INSURANCE COMPANY**

**SCHEDULE OF OPERATIONS**

**SURGICAL OPERATION**

**ABDOMEN**

Cutting into abdominal cavity for diagnosis or treatment of organs therein (unless otherwise specified below) .....\$ 50.00

**ABCESS**

Requiring hospital residence ..... 12.50

**AMPUTATIONS**

Thigh ..... 37.50  
Leg, entire foot, arm, forearm or entire hand..... 25.00  
Fingers or toes, each ..... 5.00

**BLOOD**

Transfusions, each ..... 12.50

**BREAST**

Amputation ..... 50.00  
Abscess, deep (Furuncles excepted) ..... 12.50

**CHEST**

Complete thoracoplasty, or removal of portion of lung ..... 75.00  
Other cutting into thoracic cavity for diagnosis or treatment (tapping excepted) ..... 20.00  
Induction of artificial pneumothorax ..... 12.50

**DISLOCATION, Reduction of**

Hip or knee joint (Patella excepted) ..... 17.50  
Shoulder, elbow or ankle joint ..... 12.50  
Lower Jaw ..... 7.50  
Collarbone or wrist ..... 5.00

For dislocation requiring an open operation the maximum amount of reimbursement will be twice the amount shown above.

**EXCISION, Removal of**

Shoulder or hip joint ..... 50.00  
Knee Joint ..... 37.50  
Elbow, wrist or ankle joint ..... 25.00  
Diseased portion of bone, including curettage (alveolar processes excepted) ..... 25.00

**EAR, NOSE OR THROAT**

Mastoidectomy, one side..... 37.50  
                                  both sides..... 50.00  
Tonsillectomy, or tonsillectomy and adenoidectomy ..... 12.50  
Sinus operation by cutting (puncture of antrum excepted) ..... 17.50  
Puncture of antrum ..... 2.50  
Submucous resection of nasal septum ..... 17.50  
Tracheotomy ..... 17.50  
Bronchoscopy for removal of foreign body or biopsy ..... 17.50  
Any other cutting operation (tapping excepted).... 5.00

**EYE**

Any cutting operation into the eyeball (through the cornea or sclera) ..... 25.00  
Removal of eyeball ..... 17.50  
Removal of foreign body from cornea or sclera.... 2.50  
Any other cutting operation of eye..... 10.00

**FRACTURE, Treatment of**

Thigh, leg, kneecap, upper arm, vertebra or vertebrae, or pelvis (coccyx excepted) ..... 25.00  
Lower jaw (alveolar process excepted), collar bone, shoulder blade or forearm ..... 12.50  
Wrist, hand, ankle or foot ..... 7.50  
Fingers or toes—one or more ..... 5.00  
Nose, rib or ribs ..... 5.00

The amounts shown above are for simple fractures. For compound fractures the maximum amount of reimbursement will be one and one-half times the amount shown above for the corresponding simple fracture.

For fractures requiring an open operation, the maximum amount of reimbursement will be twice the amount shown above for the corresponding simple fracture.

**GENITO-URINARY TRACT**

Removal of kidney .....\$ 75.00  
Cutting into or fixation of kidney ..... 50.00

**SURGICAL OPERATION**

Removal of tumors or stones in kidney, ureter or bladder by cutting operation ..... 50.00  
By crushing, cauterization or endoscopic means..... 12.50  
Stricture of uretha, open operation ..... 25.00  
Intra-urethral cutting operation ..... 12.50  
Removal of entire prostate by open operation (complete procedure) ..... 75.00  
Removal of part of prostate by endoscopic means ..... 20.00  
Removal of part of prostate by other cutting operation ..... 37.50  
Varicocele, cutting operation on ..... 12.50  
Hydrocele, excision, or incision and treatment of sac (tapping excepted) ..... 12.50  
Orchidectomy or epididymectomy ..... 17.50

**GOITRE**

Thyroidectomy (complete procedure, including ligation of thyroid arteries, to be treated as one operation) ..... 75.00  
Ligation of thyroid arteries not followed by thyroidectomy, one or more at one operation..... 25.00  
Two or more stage operation (complete procedure to be treated as one operation) ..... 37.50

**JOINT**

Incision into (tapping excepted) ..... 12.50

**LIGAMENTS**

Cutting operation ..... 12.50  
Suturing of tendons, single ..... 12.50  
  multiple ..... 20.00

**PARACENTESIS, Tapping of**

Abdomen, chest or bladder (other than catheterization) ..... 5.00  
Ear Drum, hydrocele, joint or spine ..... 5.00

**RECTUM**

Cutting operation or injection treatment for radical cure of hemorrhoids (complete procedure)..... 12.50  
Cutting operation for prolapsed rectum or fistula in ano ..... 12.50  
Cutting operation for fissure ..... 5.00

**SKULL**

Cutting into cranial cavity ..... 75.00

**SPINE OR SPINAL CORD**

Operation with removal of portion of vertebra or vertebrae (except coccyx) ..... 75.00  
Removal of part or all of coccyx ..... 25.00

**TUMORS, Cutting operation for removal of:**

Malignant tumors except those of face, lip or skin ..... 50.00  
Malignant tumors of face, lip or skin ..... 12.50  
Benign tumors requiring hospital residence ..... 12.50

**VARICOSE VEINS**

Cutting operation or injection treatment (complete procedure on all veins) ..... 20.00

The Company reserves the right to determine the amount of reimbursement to be paid for any operation not specified in the above schedule.

This supplement is attached to and made a part of policy number FHS-50987

This First day of November, 19 1916  
Registrar L. D. Williams

Thos. W. West.  
President.

## AGREEMENTS AND CONDITIONS

1. This Policy includes the endorsements and attached papers, if any, and contains the entire contract of insurance. No reduction shall be made in any indemnity herein provided by reason of change in the occupation of the Insured or by reason of his doing any act or thing pertaining to any other occupation.
2. If default be made in the payment of the agreed premium for this Policy, the subsequent acceptance of a premium by the Company or by any of its duly authorized agents shall reinstate the Policy but only to cover accidental injury thereafter sustained and such sickness as may begin more than ten days after the date of such acceptance.
3. Premiums are payable on or before the "due date" provided in this Policy of each month; however, a grace period of 10 days after the due date shall be allowed for the payment of any renewal premium. If payment of any renewal premium is not received and accepted in the Home Office of the Company before 12 o'clock noon Standard Time of the 10th day after the due date as stated herein, this Policy shall lapse and become null and void and all benefits hereunder forfeited.
4. Written notice of injury or sickness on which claim may be based must be given to the Company within twenty days after the date of the accident causing such injury or within ten days after the commencement of disability from such sickness.
5. Such notice given by or in behalf of the Insured or beneficiary, as the case may be, to the Company at its Home Office in Birmingham, Alabama, or to any authorized agent of the Company, with particulars sufficient to identify the Insured, shall be deemed to be notice to the Company. Failure to give notice within the time provided in this Policy shall not invalidate any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible.
6. The Company, upon receipt of such notice, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not so furnished within fifteen days after the receipt of such notice, the claimant shall be deemed to have complied with the requirements of this Policy as to proof of loss upon submitting within the time fixed in the Policy for filing proofs of loss, written proof covering the occurrence, character and extent of the loss for which claim is made.
7. Affirmative proof of loss must be furnished to the Company at its said office within ninety days after the date of the loss for which claim is made.
8. The Company shall have the right and opportunity to examine the person of the Insured when and so often as it may reasonably require during the pendency of claim hereunder.
9. All indemnities provided in this Policy will be paid immediately after receipt of due proof.
10. All hospitalization provided herein shall be payable to the "Insured" or the assignee of the Insured as designated by any assignment in writing and filed in the office of the Company.
11. No action at law or in equity shall be brought to recover on this Policy prior to the expiration of 60 days after proof of loss has been filed in accordance with the requirements of this Policy, nor shall such action be brought at all unless brought within two years from the expiration of the time within which proof of loss is required by the Policy.
12. If any time limitation of this Policy with respect to giving notice of claim, or furnishing proof of loss, or the bringing of an action at law or in equity is less than that permitted by the law of the state in which the Insured resides at the time this Policy is issued, such limitation is hereby extended to agree with the minimum period permitted by such law.
13. The Company may cancel this Policy at any time by written notice delivered to the Insured or mailed to his last address, as shown by the records of the Company, together with cash or the Company's check for the unearned portion of the premiums actually paid by the Insured, and such cancellation shall be without prejudice to any claim originating prior thereto.
14. This Policy is issued upon the original application of the Insured and any material misrepresentation therein as to health, past medical history, or fraudulent statements will annul and void same, and the only liability of the Company shall be the refund of unearned premiums.
15. Benefits shall be reduced ten percent when the Insured is/or becomes sixty years of age, with a further reduction of an equal amount effective with each additional attained year of age to and including sixty-five.
16. No provision of the charter or by-laws not included herein shall avoid the Policy or be used in any legal proceeding hereunder.
17. The insurance runs concurrently with the Policy, unless otherwise terminated, expires with said Policy. The Death Benefit provided in this Policy is based on group-life term rates.
18. Indemnity will not be paid for injury and sickness concurrently.
19. No agent has authority to change this Policy or to waive any of its provisions. No change in this Policy shall be valid unless approved by an executive officer of the Company and such approval be endorsed hereon.

4

Witness.

Signed \_\_\_\_\_

Witness:

## HOSPITALIZATION DEATH BENEFITS

Fla. H<sup>s</sup> N<sup>o</sup> 50987

**Issued by**

American  
Life Insurance  
Company

Birmingham, Alabama

NAME OF INSURED  
William F. Cody  
Susie E. Cody  
Esther C. Cowart

**PREMIUM**

Annually . . . . . \$49.50

Monthly . . . . . \$4.50

Notice—Address all communications regarding this Policy to the district office stamped below:

500-501 THIESEN BLDG  
PENSACOLA, FLA.

Form F-100

## REGISTER OF CHANGE OF BENEFICIARY

REGISTRAR OF CHANGE OF BENEFICIARY SHALL TAKE EFFECT UNLESS INDORSED ON THIS POLICY BY AN EXECUTIVE OFFICER OF THE COMPANY AT THE HOME OFFICE.

DATE OF REQUEST

BENEFICIARY

**INDORSED BY**

## INDORSEMENTS